

STATE OF MICHIGAN  
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

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In the matter of the application of	)	
<b>SEMCO ENERGY GAS COMPANY</b>	)	
for authority to revise and implement new tariff	)	Case No. U-17975
sheets updating curtailment and related provisions to	)	
better align the provisions with industry practice.	)	
_____	)	

At the December 9, 2016 meeting of the Michigan Public Service Commission in Lansing,  
Michigan.

PRESENT: Hon. Sally A. Talberg, Chairman  
Hon. Norman J. Saari, Commissioner  
Hon. Rachael A. Eubanks, Commissioner

**ORDER APPROVING APPLICATION**

On November 5, 2015, SEMCO Energy Gas Company (SEMCO) applied for authority to revise and implement tariff Section C3 and related Sections C1, C2, C3, C5.13, and E to update, clarify and better align SEMCO's curtailment policies with actual practice.

The company represented that its currently authorized rates were approved by the Commission in Case No. U-16169, by the order dated January 6, 2011. SEMCO's current MPSC No. 1 Tariff Sheets Sections C1, C2, C3, C5.13, and E apply to all customers and concern curtailment of gas deliveries under specified conditions. Over time, changes have taken place within the natural gas industry and SEMCO's actual practices, which necessitate revising the company's tariffs' terms and conditions concerning curtailment of gas service.

The proposed changes in SEMCO's tariff sheets were provided in a strike-through and red-line format. The proposed changes in the terms and conditions update, clarify, and more closely align the new tariff sheets with the changes that have taken place. The proposed changes do not alter the current practices of the company in administering curtailment events under present conditions.

The Retail Energy Supply Association (RESA) submitted a comment on December 17, 2015. The comment offered new changes to provisions concerning the curtailment and removal of transportation customers from pools. According to the filed comment:

RESA does not object to Transportation Customers being removed from their respective balancing pools during curtailments. However, RESA understands that when removed from their respective balancing pool during a curtailment, each EUT [end use transportation] customer will be treated by SEMCO as a standalone customer. In other words, if during a curtailment Supplier A has five EUT customers with the same physical delivery point of receipt (gate station) who have been removed from the Supplier's balancing pool, each of those five EUT customers will be handled as a standalone customer, i.e. as a pool of one. SEMCO's proposal is not reasonable.

A reasonable approach that would not adversely impact system integrity is for EUT customers, during the curtailment, be removed from their usual balancing pool as SEMCO requires, however, when the physical delivery point of receipt (gate station) of EUT customers served by a single supplier is the same physical delivery point, then those EUT customers should be pooled together and not treated as standalone customers. It is reasonable to net any imbalances among customers served by a single supplier at the same physical delivery point, because doing so does not increase any risk to system integrity and the total penalty exposure to the entire group remains the same. Thus, the incentive to minimize imbalances remains just as strong.

On October 11, 2016, the Commission issued an order requiring SEMCO to file a response to RESA's comment in the docket by October 25, 2016, and allowing for responses to the filing by November 1, 2016.

On October 25, 2016, SEMCO filed the response to RESA's comment as directed by the Commission. The response claimed that not all curtailments apply to an entire gate station or

involve supply issues, and it may be critical for certain customers to curtail usage (e.g. due to a distribution line break affecting only certain customers). If there were customers who shared the same physical receipt point and balancing pool, but only some of those customers were affected by the curtailment, SEMCO claims, under RESA's proposal, the company would not be able to remove the affected customers from the pool. SEMCO expressed a potential willingness to form separate balancing pools unencumbered by the receipt point language at the company's discretion. The company was also concerned that balancing pools often include multiple marketers, complicating the issue. Additionally, SEMCO points out that it currently has the ability to remove customers from a balancing pool, requiring them to balance individually, in certain situations. SEMCO claims their proposed revisions are necessary to ensure the integrity of their system, and that RESA's proposal would interfere with same, may actually cause more harm to customers than the company's proposal, and adds significant complications and work for the company during a curtailment, which is the least opportune time to create such. SEMCO further claims that the situations in which RESA's proposal would be better for customers are exceedingly rare, and that SEMCO would endeavor to work with its customers to find the best solution for all parties during curtailment, particularly during (exceedingly rare) longer curtailment situations. SEMCO also claims that setting up a prescribed methodology taking into account all potentialities is basically impossible, and could severely restrict the company's ability to appropriately deal with curtailments and related issues. In conclusion, the company states that RESA's proposal is impractical, would limit SEMCO's ability to manage curtailments, potentially involve more customers than necessary in curtailments, and create an additional burden on the company when it is least desirable.

On November 1, 2016, RESA filed responsive comments to SEMCO's October 25th filing. RESA claims that SEMCO's response shows a misunderstanding of RESA's proposal. Specifically, RESA does not oppose removing customers from balancing pools during curtailments, nor does it propose that an entire gate station be subject to curtailment if only certain customers served by a gate station need to be curtailed. RESA also disagrees that its proposal reduces the incentive to curtail usage, as customers are not aware of each other's use. RESA again points out the proposal only reflects the physical imbalance on the system, which is what SEMCO should be concerned about. RESA also points out that the pooling agent distributes the pool penalties for individual customers under RESA's proposal. RESA claims that the effect of SEMCO's proposal is to increase the total cost of imbalances to customers by charging higher penalties on an individual basis than would be charged currently. RESA claims that WE Energies does not remove customers subject to targeted curtailments from pools, but those customers are excluded from the imbalance calculation. RESA reiterates that SEMCO's proposed changes could result in penalties assessed to customers that exceed the actual physical imbalance on the system, which RESA's proposed changes are intended to address.

The Commission finds that the company's proposed changes should be approved. While RESA raised valid points, the company needs the flexibility to respond to curtailment-related issues as necessary in order to maintain the integrity of the system for all customers. RESA's proposal would inhibit that ability. RESA does not present any examples of Michigan utilities utilizing a method similar to their proposal. The WE Energies example provided appears to be effectively the same as removing customers from pools, as their imbalances are calculated separately from the rest of the pool. RESA's proposal applies to rare situations. Only when any number of customers affected by a target curtailment are in the same pool would they be placed in

a new curtailment pool under RESA's proposal. The company should not have to manually create and reconcile a number of pools at the same time they are attempting to deal with the issue that caused the curtailment in the first place. RESA's claim that, though SEMCO's proposal does not result in higher rates it may involve charging higher penalties, is not well taken. As repeatedly emphasized by SEMCO, the ability to make customers balance individually already exists. Therefore, the proposal does not result in higher penalties than the current tariff allows, which makes *ex parte* approval appropriate. Nevertheless, the Commission urges the company to work with customers to limit the impact of curtailments. The Commission Staff has indicated to the Commission that it is satisfied with SEMCO's proposed changes.

The Commission has reviewed the application and the revised tariff language, and finds the changes to be reasonable and prudent, and in the public interest. The changes in the terms and conditions update, clarify, and more closely align the new tariff sheets with the changes that have taken place in the industry. The proposed changes do not alter the current practices of the company. Further, the Commission concludes that, because the proposed modifications to the tariff will not increase the cost of service to any existing ratepayers, *ex parte* approval is appropriate.

THEREFORE, IT IS ORDERED that:

- A. SEMCO Energy Gas Company's application is approved.
- B. Within 30 days of the date of this order, SEMCO Energy Gas Company shall submit tariff sheets substantially similar to the revised tariff sheets attached to this order as Attachment A.

The Commission reserves jurisdiction and may issue further orders as necessary.

Any party desiring to appeal this order must do so by the filing of a claim of appeal in the Michigan Court of Appeals within 30 days of the issuance of this order, under MCL 462.26. To comply with the Michigan Rules of Court's requirement to notify the Commission of an appeal, appellants shall send required notices to both the Commission's Executive Secretary and to the Commission's Legal Counsel. Electronic notifications should be sent to the Executive Secretary at mpscedockets@michigan.gov and to the Michigan Department of the Attorney General – Public Service Division at pungp1@michigan.gov. In lieu of electronic submissions, paper copies of such notifications may be sent to the Executive Secretary and the Attorney General – Public Service Division at 7109 W. Saginaw Hwy., Lansing, MI 48917.

MICHIGAN PUBLIC SERVICE COMMISSION

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Sally A. Talberg, Chairman

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Norman J. Saari, Commissioner

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Rachael A. Eubanks, Commissioner

By its action of December 9, 2016.

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Kavita Kale, Executive Secretary

**SECTION C**  
**COMPANY RULES AND REGULATIONS**  
**(FOR ALL CUSTOMERS)**

These General Rules and Regulations for all customers are not to supersede but are in addition to Rule B1., Technical Standards for Gas Service, Rule B2., Consumer Standards and Billing Practices for Residential Customers, and Rule B4., Commercial and Industrial Billing Practices.

**C1. CHARACTERISTICS OF SERVICE**

**C1.1 Company Liability and Force Majeure:**

**A. Company Liability**

In any case of stoppage of the flow of gas to Customers, whether caused by accident, repairs or other cause, Company will not be liable for any damage that may arise therefrom. All stoppage of gas or damages of any kind that may be caused by severe cold weather will be considered beyond the control of Company and involving no pecuniary responsibility on its part.

Company shall not be liable for damages that may be incurred by the use of gas or appliances or the presence of Company's property on Customer's premises.

If a judgment is entered against Company as a result of its failure to exercise reasonable care and skill, Company's liability shall be limited to an amount equivalent to three times Customer's nongas Monthly Customer Charge or one thousand dollars, whichever is less. Neither Company nor Customer shall be liable to the other party for consequential, incidental, exemplary, punitive, or indirect damages, lost profits or other business interruption damages arising out of the performance or non-performance of any obligation under Company's Rate Book for Natural Gas Service or any contract, by statute, in tort or contract, under any indemnity provision or otherwise.

**B. Force Majeure**

Neither Customer nor Company shall be liable in damages, or in any other remedy, legal or equitable, to the other for any act, omission, or circumstances occasioned by or in consequence of any acts of God, strikes, lockouts, or other industrial disturbances; acts of the public enemy, wars, blockades, insurrections, riots, epidemics, pandemics, landslides, lightning, earthquakes, fires, storms (including but not limited to hurricanes or hurricane warnings), extreme weather (any weather event that increases Customer demand beyond what the Company's system can deliver), crevasses, floods, washouts, loss of utility services (including but not limited to electric power, natural gas or other fuels, water supply, storm water or sewer drain service, radio communications, telephonic communications, fiber communications, cable communications, or internet communications), arrests and restraints of the government, either Federal or State, civil or military, and civil disturbances. Force majeure shall also mean the loss of upstream and/or on-system gas supply (including but not limited to gas supply received from on-system local gas production or on-system gas storage), the inability to schedule or transport gas to the Company's pipeline system from upstream sources, Gas Quality Deficiency, shutdowns for purposes of necessary repairs, relocation, or construction of facilities; failure of electronic data capability; breakage or accident to machinery or lines of pipe; the necessity of testing (as required by governmental authority or as deemed necessary by the Company for the safe operation thereof), the necessity of making repairs or alterations to machinery or lines of pipe; failure of surface equipment or pipelines; accidents, breakdowns, inability to obtain necessary materials, supplies or permits, or labor to perform or comply with any obligation or condition of service, rights of way; and any other causes, whether of the kind

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Port Huron, MI

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B. Force Majeure (Contd)

herein enumerated or otherwise which are not reasonably within the control of the Company. It is understood that the settlement of strikes and lockouts or controversies with landowners involving rights of way shall be entirely within the Company's discretion and that the above requirements that any Force Majeure be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts or controversies with landowners involving rights of way by acceding to the demands of the opposing party when such course is inadvisable in the discretion of the Company.

Under no circumstances will the following events constitute Force Majeure: (i) Customer's lack of finances, (ii) inadequate or uneconomic markets for Customer's gas, or (iii) insufficiency of Customer's gas supplies.

Such causes or contingencies affecting the performance of any obligations under any Rate Schedule or agreement by either Customer or Company, shall not relieve it of liability in the event of its concurrent negligence or in the event of its failure to use due diligence to remedy the situation and remove the cause in an adequate manner and with all reasonable dispatch, nor shall such causes or contingencies affecting performance of any obligation relieve Customer from its obligation to make payments of amounts then due, nor shall such causes or contingencies relieve either Customer or Company of liability unless such party shall give notice and full particulars of the same in writing, including by facsimile or electronic communication, to the other party as soon as possible after the occurrence relied on.

C1.2 Discontinuance of Supply or Service:

The Company shall have the right at any time to terminate its service contract for breach of any of the terms and conditions thereof. The Company shall also have the right to stop service of gas to be furnished thereunder, without notice, for any of the following reasons or purposes, without such action causing a termination of such agreement:

- A. For the purpose of making repairs or extensions;
- B. On account of or to prevent fraud or abuse;
- C. For violation of any of the Company's regulations;

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C1.2 Discontinuance of Supply or Service: (Contd)

- D. For the reason that the customer's service is detrimental to the service in general or in his immediate locality;
- E. When made incompatible with order, ordinances, or laws of the United States of America, the State of Michigan or any political subdivision thereof;
- F. Upon proper notice for nonpayment of bill;
- G. If the customer's equipment is not approved by any local governmental agency in charge of such matters.

C1.3 Heating Installations:

The Company will have the right to refuse to connect and serve central heating installations in which gas is the only or the principle fuel used, where such installations are, in the opinion of the Company, unsafe or dangerous to operate. The safety of equipment shall be judged by, but not limited to, compliance with the following:

- A. All gas conversion burners to be installed shall either be A.G.A certified or approved by the Company and all gas designed heating plants shall either meet A.G.A. requirements or be approved by the Company;
- B. Conversion burners must be properly sized for safe operation in the heating plant being converted;
- C. No conversion burner shall be connected which is installed in a furnace in which its operation would be dangerous because of the condition of the furnace, chimney, or flue;
- D. No gas heating equipment shall be connected, the operation of which would be dangerous because of improper installation;
- E. No gas heating equipment shall be connected which does not have adequate shut-off controls for safe operation.

C1.4 Unusual Cost:

Any unusual cost incurred specifically for an individual customer, and not ordinarily necessary for the furnishing of gas service to the customer, shall be paid by the customer for whom such unusual cost is incurred. Such unusual cost shall be in addition to the charge for gas service provided in the applicable rate schedule, and such additional charge shall be subject to review by the Michigan Public Service Commission upon petition by such customer.

C1.5 Invalidity of Oral Agreements or Representations:

No employee or agent of the Company is authorized to modify or supplement the terms and conditions of this Schedule of Gas Rates Governing the Sale of Natural Gas Service or any contract by oral agreement or representation, and no such oral agreement or representation shall be binding upon the Company.

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Continued From Sheet No. C-3.00

- B. The Company may not grant sales service to new customers or permit additional load by existing customers, if:
  - 1. The Company is Curtailing any customers in the affected service area due to a long term Capacity Deficiency under the provisions of Rule C3, Curtailment of Gas Service;
  - 2. The Company is Curtailing any customers due to a long term Gas Supply Deficiency under the provisions of Rule C3, Curtailment of Gas Service; except that the Company may attach controlled service Priority 1 or Priority 2 customers provided no customers in Curtailment Priority 3 are being curtailed;
- C. The Company reserves the right to attach new interruptible loads.
- D. The written notification by the Company granting approval of the application shall specify the date gas sales service must commence.

C2.4 Forfeiture:

- A. A customer shall install the necessary equipment and commence gas sales service by the date specified in the Company's notification of approval, otherwise the customer's reservation of gas supply is forfeited;
- B. When the Company grants approval in those cases where the Application for Gas Service was not initially granted, the customer shall notify the Company in writing within thirty days (from the date of the Company's written notification of approval) of the customer's intention to accept service. If the customer does not respond within thirty days, the customer's original application is void.

C2.5 Restricted Sales:

As a result of warmer-than-normal weather, or other factors, the Company may have gas in excess of its immediate load. The Company may sell such excess gas subject to:

- A. The requirements of present and future system supply customers of the Company;
- B. The sale of such gas causes no detriment to its system supply;
- C. The Gas Supply Deficiency Curtailment Priority Five of Rule C3, Curtailment of Gas Service for all special contract sales of such gas;
- D. Commission approval of such sales on a special contract basis, limited as to time and volume.

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C2.6 Controlled Service Priorities

- A. Service shall be controlled under this rule in accordance with the following Priorities. Priority One constitutes the highest Priority. Priority Six constitutes the lowest Priority which will be the first Priority controlled. Within each Priority, sub-priority ( 1.) shall have the highest priority and sub-priority ( 3.) the lowest Priority.

PRIORITY 1

1. Residential gas requirements for any purpose, except space-heating or air-conditioning.
2. Residential gas requirements for space-heating or air-conditioning.
3. Commercial gas requirements having a peak usage less than 50 Dth per day.

PRIORITY 2

1. The use of natural gas for services essential for public health and safety.
2. The use of natural gas for essential agricultural requirements.

PRIORITY 3

1. Industrial gas requirements for process and feedstock needs or for gas-fired after burners to limit or abate obnoxious odors or air pollution.
2. Industrial gas requirements having a peak usage less than 50 Dth per day and not otherwise classified.

PRIORITY 4

1. Commercial and Industrial gas requirements having a peak usage of 50 Dth per day and greater and not otherwise classified.
2. Commercial and Industrial gas requirements for co-generation having alternate fuel capability and a peak usage of 50 Dth per day, but less than 300 Dth per day.
3. Commercial and Industrial gas requirements for co-generation having alternate fuel capability and a peak usage of 300 Dth per day or greater.

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### C3 CURTAILMENT OF GAS SERVICE

#### C3.1 Definitions:

The following terms used in this Rule have the meanings hereinafter set forth:

- A. Capacity Deficiency shall mean situations whereby gas demand exceeds the capacity of the Company's pipeline system to deliver quantities of gas commensurate with such demand, but such that the full design capacity of the Company's pipeline system is unaffected.
- B. Capacity Restriction shall mean restriction due to Force Majeure or other impairment of the Company's facilities such that the full design capacity of the Company's pipeline system is not available.
- C. Commercial Gas Requirements shall include all service to Customers engaged primarily in the furnishing or sale of goods or services including schools, local, state and federal government agencies, penal or corrective institutions, motels, hotels, dormitories, nursing homes, tourist homes, military barracks, hospitals, special care facilities or any other facilities primarily associated with the purchase, sale or supplying (for profit or otherwise) of a commodity, product or service by a public or private person, entity, organization or institution other than those involving manufacturing or electric power generation.
- D. Curtailment (including Curtail, Curtailed, or Curtailing) shall mean partially or completely suspending gas Deliveries and/or services to its Customers under the Company's Rate Book for Natural Gas Service ("Tariff") when the Company does not have sufficient supply of gas or system capacity to serve its existing Customer's gas requirements due to a Supply Deficiency, Capacity Deficiency, Capacity Restriction, Gas Quality Deficiency, or other situations of Force Majeure which affect the Company's pipeline system, on-system gas storage assets, off-system gas storage services, interstate pipeline gas services, and/or intrastate pipeline gas services, the Company shall Curtail service to Customers beginning with the lowest priority category (Priority 8) until gas supply is sufficient to serve all remaining Customers.
- E. Customers, unless otherwise specified, shall mean Gas Sales Service Customers, Gas Customer Choice Customers, and Gas Transportation Customers.
- F. Deliveries shall mean quantities of gas delivered to the Customer's meter.
- G. Gas Customer Choice Customer shall mean those Customers served under Section F of the Company's Tariff.
- H. Gas Quality Deficiency shall mean situations where the Company cannot provide continuous service to its Customers, and the Company's system operations because of defective gas quality.
- I. Gas Sales Service Customers shall mean those Customers served under Section D of the Company's Tariff.

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- J. Force Majeure shall mean acts of God, strikes, lockouts, or other industrial disturbances; acts of the public enemy, wars, blockades, insurrections, riots, epidemics, pandemics, landslides, lightning, earthquakes, fires, storms (including but not limited to hurricanes or hurricane warnings), extreme weather (any weather event that increases Customer demand beyond what the Company's system can deliver), crevasses, floods, washouts, loss of utility services (including but not limited to electric power, natural gas or other fuels, water supply, storm water or sewer drain service, radio communications, telephonic communications, fiber communications, cable communications, or internet communications), arrests and restraints of the government, either Federal or State, civil or military, and civil disturbances. Force majeure shall also mean the loss of upstream and/or on-system gas supply (including but not limited to gas supply received from on-system local gas production or on-system gas storage), the inability to schedule or transport gas to the Company's pipeline system from upstream sources, Gas Quality Deficiency, shutdowns for purposes of necessary repairs, relocation, or construction of facilities; failure of electronic data capability; breakage or accident to machinery or lines of pipe; the necessity of testing (as required by governmental authority or as deemed necessary by the Company for the safe operation thereof), the necessity of making repairs or alterations to machinery or lines of pipe; failure of surface equipment or pipelines; accidents, breakdowns, inability to obtain necessary materials, supplies or permits, or labor to perform or comply with any obligation or condition of service, rights of way; and any other causes, whether of the kind herein enumerated or otherwise which are not reasonably within the control of the Company. It is understood that the settlement of strikes and lockouts or controversies with landowners involving rights of way shall be entirely within the Company's discretion and that the above requirements that any Force Majeure be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts or controversies with landowners involving rights of way by acceding to the demands of the opposing party when such course is inadvisable in the discretion of the Company.
- K. Gas Transportation Customers shall mean those Customers served under Section E of the Company's Tariff.
- L. Industrial Gas Requirements shall include all service to Customers engaged primarily in a process which creates or changes raw or unfinished materials into another form or product including the generation of electric power.
- M. Interruption shall mean restrictions of gas supply or gas transportation services to Customers whose contracts or whereby provisions of the Company's Tariff, allow for the restriction of such gas supply or gas transportation services.
- N. Off System Transportation Service Customer shall mean an Off System Transportation Service Customer as described in Section E of the Company's Tariff.
- O. Requirements For Plant Protection shall mean such minimum quantities of gas required to prevent physical harm to the plant facilities or danger to plant personnel when such protections cannot be afforded through the use of alternate fuel. This includes the protection of such material in process as would otherwise be destroyed, but shall not include deliveries required to maintain plant production.

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- P. Requirements For Services Essential For Public Health and Safety shall mean gas purchased for food processing and for use by or in connection with hospitals, convalescent homes, nursing homes, medical centers and clinics, water and sewage treatment' waste disposal facilities, on-site commercial and residential power generation, civil defense centers and public utility buildings, newspapers, radio and television stations, telecommunications and internet service providers fire stations, police stations, jails and penal institutions, and such other uses of gas as are found qualified by the Company as Requirements For Services Essential For Public Health and Safety; provided, however, that requirements for space heating or processing which have alternate fuel capability shall not qualify Requirements For Services Essential For Public Health and Safety without the express authorization of the Company.
- Q. Residential Gas Requirements shall include direct natural gas usage for space heating, cooking, water heating, residential on-site power generation, and other residential uses in a single family dwelling or in an individual flat or apartment; or to two or more households served by a single meter in a multiple family dwelling, or portion thereof. A "multiple family dwelling" includes such living facilities as cooperatives, condominiums and apartments; provided each household with multiple family dwellings has the normal household facilities such as a bathroom, individual cooking facilities, and kitchen sink.
- R. Supply Deficiency shall mean situations due to Force Majeure whereby the company cannot provide continuous service to its Gas Sales Service Customers, Gas Customer Choice Customers, balancing services to its Gas Transportation Customers, and the Company's system operations due to an inability to procure and/or schedule delivery of sufficient gas quantities from its producers, suppliers, marketers, Gas Customer Choice alternative gas suppliers, on-system gas storage reservoirs, off-system gas storage service providers, interstate pipeline gas transportation providers, intrastate gas pipeline transportation service providers, or the Company's other gas service providers.

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### C3.2 Curtailment of Gas Service

#### A. Company's Rights to Curtail

The Company will use reasonable diligence in its operations to render continuous service to all its Customers other than those Customers served under contracts or tariff provisions contained herein that expressly permit Interruption or Curtailment of service. If, in the event of a Supply Deficiency, Capacity Deficiency, Capacity Restriction, Gas Quality Deficiency, or other events of Force Majeure whereby the Company, in its sole discretion, has determined that its ability to receive, transport, and/or deliver gas may or has become insufficient to support service to its Customers, the Company shall have the right to partially or completely Curtail service to each of its Customers in accordance with the Curtailment Plan set forth below, irrespective of any contracts which may be in force.

1. This right to Curtail applies to all services provided under the Company's Tariff to Gas Sales Services Customers, Gas Customer Choice Customers, and Gas Transportation Customers.
2. The Company will implement Curtailment of gas service by taking into account the extent to which Curtailment of Customers in a specific portion of the Company's pipeline system may or may not remedy the events of Curtailment. Thus, Curtailment may be limited, at the Company's discretion to certain portions of the Company's system.

#### B. Steps Prior to Curtailment

When there is adequate time, and if applicable to the nature of the event(s) which require the implementation of a Curtailment, the Company may take the following steps in order to attempt to mitigate the extent of a Curtailment:

1. Interrupt service provided under interruptible contracts and interruptible provisions of the Company's Rate Book for Natural Gas Service;
  - a. Notification deadlines incorporated into interruptible tariffs or interruptible contracts are suspended pursuant to Curtailment of Gas Service;
  - b. Notice will be given to such interruptible Customers as far in advance as possible.
2. Notify Gas Transportation Customers (including their authorized agents or pool managers) taking Deliveries in excess of their maximum daily quantity (MDQ) not to exceed their contracted MDQ. Also notify Gas Transportation Customers that Deliveries exceeding their MDQ are subject to the unauthorized use charge as described in Section G of this rule;
3. Ask Gas Transportation Customers and their authorized agents or pool managers to voluntarily reduce and/or increase Deliveries to match daily consumption;

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B. Steps Prior to Curtailment (Contd)

4. Seek to purchase additional gas supplies;
5. Make a request to Customers to take voluntary dial-down actions.

C. Notice of Curtailment

When Curtailment becomes necessary, the Company will attempt to provide notice to the Commission and all affected Customers of the nature, probable duration, and extent of such Curtailment except where actions by foreign, federal, state, or local government or regulatory agencies preclude the giving of such notice. When possible, notice of Curtailment will be given as far in advance as possible if the nature of the event(s) causing Curtailment allows for such advance notice.

D. Method of Curtailment

1. Curtailments shall be made in accordance with the Curtailment priorities set forth in Section E of this Rule, beginning with the lowest priority category (Priority 8) and proceeding to the next highest priority category. The total Curtailment shall equal the estimated deficiency of gas brought about by the demands of all Customers purchasing system supply gas on those portions of the Company's pipeline system affected by the Curtailment.
2. Curtailments may be simultaneously instituted in more than one Curtailment category.
3. For the Company's pipeline system(s) affected by Curtailment, all Gas Transportation Customers and their authorized agents and/or pool managers shall be notified that the affected Gas Transportation Customers will be removed from their respective balancing pools and that all nominations must be made to their physical point of receipt (gate station) into the Company's distribution system(s).
4. If Curtailment becomes necessary due to a Capacity Restriction, the Company shall determine the amount of remaining system capacity available to serve its Customers. If the Company determines that residual system capacity (available system capacity above the capacity required to serve its Gas Sales Service Customers and Gas Customer Choice Customers) is available to serve the Company's Gas Transportation Customers, such residual capacity will be allocated proportionally among the Gas Transportation Customers associated with the affected system(s) based on their currently effective MDQ.
5. Off System Transportation Service Customers are exempt from Curtailment during a Supply Deficiency situation.

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E. Curtailment Priorities

For purposes of Curtailment, eight categories are established with Priority 8 constituting the lowest priority and Priority 1 being the highest priority.

Priority 8	Firm transportation services to Off System Gas Transportation Customers.
Priority 7	Firm daily balancing services provided to Gas Transportation Customers.
Priority 6	All non-residential Customers having alternate fuel capability for that portion of their load covered by the alternate fuel and all emergency sales of system supply gas to Gas Transportation Customers.
Priority 5	Transportation Gas Requirements under rate class TR-3, TR-2, and TR-1.
Priority 4	Industrial Gas Requirements and Commercial Gas Requirements under rate class GS-3.
Priority 3	Industrial Gas Requirements and Commercial Gas Requirements under rate class GS-2.
Priority 2	Industrial Gas Requirements and Commercial Gas Requirements under rate class GS-1.
Priority 1	Residential Gas Requirements under the Residential Service Rates, Requirements For Plant Protection, and Requirements For Services Essential For Public Health And Safety not supplied by an alternate fuel.

F. Rate Adjustments

A Customer shall not be liable for any part of a monthly service charge provided in a rate schedule if such Customer's consumption under that rate is completely Curtailed for the entire billing period. No other rate adjustments will be permitted unless otherwise provided by contract.

G. Enforcement

1. The Company reserves the right to take special daily or hourly meter reads during periods when a Curtailment has been instituted pursuant to this Section C. The Company reserves the right to inspect the Customer's equipment, to install special metering, and to immediately physically interrupt gas service for violations of this Rule. Once gas service is terminated, the Company may withhold such service during the period of Curtailment until it is satisfied that the terms and conditions of this Rule will be observed.
2. There is nothing in this Rule that shall prevent a Customer from challenging before the Commission Curtailment or continuation of a Curtailment or that shall abridge the Customer's right to appeal any such determination to the Commission.

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#### H. Unauthorized Use Charge

After the Company has provided actual oral or written notice of implementation of Curtailment to an affected Customer, any gas used by such Customer in excess of the quantities authorized during the period when a Curtailment has been instituted pursuant to this Rule will be subject to unauthorized use charges, with such charges being in addition to those normal charges (excluding penalties) made under the applicable rate schedules.

1. The charge for such unauthorized usage shall be the highest price reported for the Mich Con (also known as DTE Gas), Consumers Energy and Chicago LDCs during the period of Curtailment as reported by Gas Daily or, in the event that Gas Daily discontinues its reporting of such prices, any comparable reporting service, plus \$10 per Dth. Failure to pay an unauthorized use charge when rendered shall subject the Customer to termination of gas service.
2. Unauthorized use charges will be credited to the Company's Booked Cost of Gas Sold as defined in Section C7.2 of the Company's Rules and Regulations.
3. In instances where Customer violation of Curtailment causes the Company to incur incremental fuel charges, overrun charges and/or penalties on up-stream pipelines, and where incurring of such pipeline penalties cannot reasonably be avoided by acquisition of gas supplies at the Company's city gate stations, then the cost of such pipeline penalties will be passed through to the Customer in violation. Pipeline penalties assessed to Customers are in addition to the regular unauthorized usage charge.
4. In instances where Customer violation of Curtailment causes the Company to incur labor and material costs associated with incremental operating and maintenance activities including, but not limited to: Customer meter shut-offs; Customer meter turn-ons; Customer re-lights; operation, maintenance, or repairs of Company gas facilities; then the cost of such incremental activities will be passed through to those Customer(s) in violation.
5. Incremental labor and material costs associated with a violation of Curtailment shall not be credited to the Company's Booked Cost of Gas Sold as defined in Section C7.2.

The Company may discontinue service without notice other than personal notice at the time of discontinuance, in case the meter or piping on the customer's premises is tampered with in any manner to allow unmetered gas to be used.

The Company will discontinue service to any customer upon request by the customer. However, if reconnection is requested by the same customer on the same premises within one (1) year after discontinuance, the customer shall be charged a turn-on charge.

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The Company may discontinue service without notice other than personal notice at the time of discontinuance, in case the meter or piping on the customer's premises is tampered with in any manner to allow unmetered gas to be used.

The Company will discontinue service to any customer upon request by the customer. However, if reconnection is requested by the same customer on the same premises within one (1) year after discontinuance, the customer shall be charged a turn-on charge.

C5.12 Turn-On Charges:

Transfers of service, where service at a premise is transferred from one customer to a subsequent customer, and where the transfer does not require the dispatch of a Company employee to the premise, shall be made with a charge of \$5.00 to the customer moving in (transferee). A premise with a Landlord Agreement shall be exempt from this charge. Where a service turn-on requires the dispatch of a Company employee to the premise, the following turn on charges shall apply:

A. In the case of the same customer requesting turn-off and turn-on on the same premise within one year, the customer shall be charged the greater of \$75.00 or an amount equal to the number of months disconnected times the Customer Charge.

B. In all other circumstances where a service turn-on requires the dispatch of a Company employee, a single service turn-on charge of \$50.00 will be collected. This charge will become part of the customer's arrears and will be subject to the same requirements applicable thereto.

C. If customer requests turn-on after normal business hours and the request can be accommodated, after hour charges may be applied.

C5.13 Receipt or Delivery Facility Capacity Deficiency

Where the rated capacity of a Company supply receipt facility, or a supply delivery facility owned by an up-stream pipeline or storage provider, has been exceeded or is likely to be exceeded on a given day, the Company may apply the Curtailment priorities given in rule C3.2 E to customers behind an affected receipt or delivery facility. Shippers will be notified of a gate station constraint in accordance with the requirements for issuance of an IBR.

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#### E4. RESPONSIBILITY FOR GAS

##### A. Shipper's Up-stream Capacity

Shipper shall be responsible for making all necessary arrangements for the delivery of Gas to the Point(s) of Receipt including securing all necessary Up-stream Capacity.

##### B. Possession of Gas

The Company and Shipper shall each be responsible for their own equipment, facilities and Gas on their own side of a delivery point. The Company and Shipper shall each have good title or good right to make such a delivery and further, shall warrant for itself, its personal representatives, successors and assigns that such Gas shall be free and clear of all liens, encumbrances and claims whatsoever. With respect to any such adverse claim that may arise to said Gas or to royalties, taxes, license fees or charges thereon, the party delivering or causing the delivery of the Gas shall indemnify and save the receiving party harmless from all suits, actions, debt, accounts, damages, costs, losses and expenses arising from or out of same, provided that the receiving party gives the other prompt notice of any such adverse claim.

##### C. Limitations of Liability

The Company shall not be deemed to be in control and possession of the Shipper's Gas until such Gas has been delivered to the Company by the Shipper's Transporter at the Point(s) of Receipt. Thereafter, the Company shall be deemed to be in control or possession of the Gas until the Gas is delivered to the Shipper's Point(s) of Delivery, after which the Shipper shall be deemed to be in control and possession thereof. Gas shall be and remain the property of the Shipper while in the possession of the Company. The Shipper shall be responsible for maintaining all insurance deemed necessary to protect any property interests in such Gas, during and after receipt by the Company.

#### E5. TRANSPORTATION STANDARDS OF CONDUCT

This rule is intended to promote fair competition and a level playing field among all participants involved in transportation within the Company's regulated gas service territory. The Company will conduct its business to conform to the following Transportation Standards of Conduct:

A. The Company will apply any tariff provision relating to transportation service in the same manner without discrimination to all similarly situated persons.

B. The Company will not give its marketing affiliate or customers of its affiliate preference over any other non-affiliated gas marketers or their customers in matters relating to transportation service including, but not limited to, nominating, balancing, metering, billing, storage, standby service, Curtailment plan or price discounts.

C. The Company will not communicate to any customer, Supplier or third parties that any advantage may accrue to such customer, Supplier or other third party in the use of the Company's services as a result of that customer, Supplier or other third party dealing with its marketing affiliate and shall refrain from giving any appearance that it speaks on behalf of its affiliate.

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### **Characteristics of Service**

This Rate Schedule shall apply to all Transportation Service rendered by the Company for Shipper pursuant to the executed Transportation Service Agreement for service under this Rate Schedule.

Service under this Rate Schedule shall consist of:

A. The receipt of Gas on behalf of Shipper at the Point(s) of Receipt specified in the executed Transportation Service Agreement

B. The transportation of Equivalent Quantities of Gas less volumes retained for Gas in Kind through the Company's system; and

C. The delivery of Gas by the Company to Shipper at the Point(s) of Delivery specified in the executed Transportation Service Agreement. All gas received by the Company at its Point(s) of Receipt on behalf of Shipper, less Gas in Kind, shall be delivered to Shipper on a firm basis, subject to Curtailment, up to Shipper's Maximum Daily Quantity (MDQ) on any Day.

### **Maximum Daily Quantity (MDQ)**

An MDQ constitutes the maximum quantity of gas that the Company is obligated to deliver to a Shipper on a daily basis. The MDQ shall be specified in the Transportation Service Agreement between the Shipper and the Company and shall be based on the Shipper's historical peak daily volume, less any Coal Displacement Volumes and adjusted for known or expected changes. If actual historical peak day volumes cannot be determined, the Company will utilize an estimate based on the Shipper's facilities and the Company's distribution system capabilities.

The Company may, at its discretion, deliver to a Shipper volumes in excess of its MDQ, subject to restrictions under Rule C3.2 Curtailment provisions.

A Shipper may request an adjustment of its contractual MDQ. However, if the Company does not have adequate facilities in place to deliver greater volumes to a Shipper than Shipper's current MDQ, the Company may deny such adjustment until the Company determines that it has adequate facilities to meet the increased demand.

The Company will determine MDQs in a non-discriminatory manner.

### **Shipper's Up-Stream Capacity**

Customers taking Transportation Service are responsible for arranging for their own up-stream transportation of Gas to the Company.

From time to time the Company may have excess up stream pipeline capacity available for prearranged release but does not guarantee such availability. The Company shall release such capacity in a non-discriminatory manner.

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### **General Balancing Requirements**

The general balancing requirements are summarized as:

#### **A. Daily Balancing**

1. Shippers shall balance receipts by the Company on Shippers' behalf, less Gas In Kind, with their deliveries from the Company each Day within 0% to plus or minus their Daily Balancing Tolerance (DBT). The total DBT shall be the total of the Firm Balancing Tolerance (FBT) and the Interruptible Balancing Tolerance (IBT). The IBT may be restricted down to zero through issuance of an Interruptible Balancing Restriction (IBR) during periods of capacity constraint. The FBT may be restricted down to zero during periods of Curtailment.
2. On those portions of the Company's system where the Company has the ability to provide an FBT of fourteen percent (14%) of the Shipper's normalized average daily usage, the Shipper shall pay a Firm Balancing Charge on all Dth of delivery by the Company to the Shipper during the month. Where the company is unable to provide an FBT, Shippers are not subject to the Firm Balancing Charge.
3. Shippers shall pay the Interruptible Balancing Charge on all Dth of Daily Imbalance created by the Shipper which is greater than their FBT but within their DBT.
4. Shippers shall pay the Excess Balancing Charge on every Dth which exceeds the DBT but is within twenty percent (20%) of contract MDQ on any given Day, except that no Excess Balancing is available during the period an IBR Notice is in effect in the direction restricted.
5. All imbalance Dth that exceed twenty percent (20%) of contract MDQ or that exceed DBT in the direction restricted by an effective IBR Notice are subject to an Imbalance Penalty.
6. When the Company's ability to accommodate imbalances is restricted or impaired due to capacity constraints, the Company may issue an IBR Notice to reduce the IBT for either positive or negative imbalances for the Gas Day(s) and the portion of the Company's system that the IBR is effective. If it is necessary for the Company to curtail firm service, the Company may also Curtail FBT down to zero.
7. Shippers may join into pre-arranged Pools, as provided for under the Pooling provisions of this Rate Schedule, for the purpose of netting daily imbalances.
8. Any applicable BRCs will be billed monthly.
9. During Periods in which the Company applies its Curtailment priorities under rule C5.13, Shippers affected by the Curtailment may be removed from their respective balancing pool and may be required to balance as an individual Shipper. Shippers affected by a gate station constraint will be notified of their removal from the balancing pool 24 hours prior to the gas day for which the gate station constraint is in effect. The notice will be posted on the Company's electronic bulletin board.

#### **B. Monthly Balancing (Cash-Out)**

Monthly imbalances are subject to the Monthly Cash-Out provision set forth in this tariff. Shippers may join pre-arranged Pools, as provided for under the Pooling provisions of this Rate Schedule, for the purpose of netting monthly imbalances.

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All monthly cash-out transactions shall be charged or credited to the Cost of Gas Sold under Rule C7.2.

In order to minimize outstanding imbalances and to expedite the cash-out process, it may be necessary from time to time to utilize estimated or preliminary imbalance reports when cashing-out the current month. Where subsequent corrections for final imbalance reports become available after a month has been cashed-out based upon estimates, the corrected Dth imbalances will be priced out at the applicable MIP from the month incurred.

### **Pooling**

Pooling permits a Shipper's Pooling Agent to combine the usage of a group of Transportation Service Shippers for the purpose of netting the imbalances of the members of the pool on both a daily and monthly basis.

An individual Pool may group Transportation Service Shippers which share the same Company contract parameters, such as the same daily and monthly balancing tolerances, and cashout provisions and utilize a common Up-Stream transportation provider. Where an Up-Stream transportation provider segments portions of the Company's service territory into separate balancing groups, an individual pool may only group Shippers common to that specific balancing group unless the Company allows such. Any or all Shippers common to an Up-Stream Transporter, which does not restrict balancing groups, may form single or multiple Pools. A Shipper is entitled to one pool per account or Aggregation for any given month.

To create a Pool, Pooling Agents must obtain the signatures of the Pool members on a Pooling Agreement which shall set out the rules under which the Pool will operate, including the method for allocating balancing charges and penalties incurred by the Pool to the Pool members. Each Month that the membership in the Pool changes, the Pooling Agent must provide a copy of the Pooling Agreement, with the signatures of the current Pool members, to the Company at least fifteen (15) days prior to the first day of the Month. Submission may be by fax or other electronic means as approved by the Company.

When Shippers have joined in a Pool, the Pooling Agent shall become responsible for all Balancing Recovery Costs, as well as penalties as a result of Curtailment in accordance with Rule C3.2 incorporated in the Company's tariffs, as allocable to the Pool or an individual Shipper within the Pool. The Company shall determine the net daily imbalance of the Pool, apply the appropriate charges (based on conditions in effect for the pool on that day) and render a bill for such charges to the Pooling Agent. The Pooling Agent may assess or allocate charges to members of the Pool in accordance with any terms of the Pooling Agreement. The Company will not assess individual Shippers within a pool any charges that are assessed to their Pooling Agent except in cases of nonpayment by the Shipper's Pooling Agent. The Company shall continue to render monthly billings to the individual Shippers in a Pool for services rendered excluding the items billed to the Pooling Agent.

A Pooling Agent shall be subject to the tariff provisions under Rule C5 and Due Date and Late Payment Charge provisions of this tariff for charges and penalties allocated to the pool. In the event of non-payment by a Pooling Agent, Shippers in the Agent's pool may be held responsible for payments in lieu of suspending service, and the Pooling Agent may be immediately suspended from pooling on the Company's system. All Shippers will be pro-rated the Pool Agent's incurred charges less late fees based on each Shipper's individual usage for each month during the applicable time period(s) for which the Pool Agent has defaulted on payment(s).

A Pool may consist of no less than two Shippers. Shippers may change Pools each Month if the Company is provided with fifteen (15) days notice. In the event that a Shipper declares bankruptcy, the Pooling Agent may request, and the Company may grant, a waiver of the 15 day notice requirement. The Company will verify the reported bankruptcy of the Shipper prior to granting a waiver. If such waiver is granted, Pooling Agent must then provide seven (7) days notice to remove a Shipper from the pool. The Pooling Agent will be held responsible for all penalties and balancing charges for the Shipper until the Shipper is removed from the balancing pool.

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### **Emergency Gas Usage Charge**

The Company will provide emergency, short-term Gas on a First Come-First Served, best efforts basis to all Shippers desiring such service, subject to the provisions of this Charge. The Company will only approve emergency service when it anticipates in advance of the gas day that it will have gas available.

In addition to all the applicable charges of this Rate Schedule, Shipper shall pay an Emergency Gas Usage Charge of \$2.00 per Dth plus the highest cost of delivered Gas experienced by the Company on that Day per Dth for all emergency Gas purchases.

Shippers requesting emergency service must obtain prior approval from the company by telephone or other electronic means approved by the Company, each Day Shipper requests emergency service, before actually taking emergency short term Gas. Shippers not requesting or obtaining approval from the Company will be charged in accordance with all Balancing Charges, Penalties, Monthly Cash-Out and any other applicable pricing provisions in this rate schedule.

Emergency Gas Usage Charges will be credited to the Company's Booked Cost of Gas Sold as defined in Section C7.2 of the Company's Rules and Regulations for all Shippers.

### **Discontinuation of Service**

In addition to the other provisions of this tariff, if a Shipper, balancing as an individual Shipper, consumes gas but fails to provide gas supply to the Company's Point of Receipt for transportation to Shipper's Point of Delivery, the Company shall attempt to contact the Shipper by telephone or in person. If contact attempts are unsuccessful, a notice shall be left at the premises in a conspicuous location indicating that transportation service may be discontinued after one day if Shipper fails to arrange for gas supply, or contact the Company to make alternative arrangements.

If a Marketer or Pooling Agent wishes to discontinue delivery of supply to a Shipper, balancing as part of a pool, the Marketer or Pooling Agent must notify the Company, in writing, at least 10 business days prior to the date deliveries will cease. The Company will notify Pooling Agent of the date the Shipper may be removed from the pool. The Company shall attempt to contact the Shipper by telephone or in person to notify the Shipper that service may be discontinued within two (2) business days if Shipper fails to arrange for supply. If contact attempts are unsuccessful, a notice shall be left at the premises in a conspicuous location. Until such time that Shipper is removed from the Pooling Agent's balancing pool, the Pooling Agent shall continue to be responsible for all Balancing Recovery Costs, as well as penalties, as a result of Curtailment in accordance with Rule C3.2 incorporated in the Company's tariffs as allocable to the Pool or an individual Shipper within the pool. If during the 10-day period the Marketer or Pooling Agent wishes to reinstate the Shipper to the pool, the Marketer or Pooling Agent shall inform the Company, in writing, of such request and the Company may grant such request. Once a Shipper has been reinstated to the balancing pool, another full 10-day notification period will be required to remove the Shipper from the pool.

Shippers under this rate schedule who request a turn-off and turn-on of gas service at the same premises within a twelve month period shall be subject to a \$75.00 turn-on charge, and the associated monthly charges under this rate schedule for the period during which gas service was turned off.

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### **Characteristics of Service**

The Company, in its sole judgment, shall have the right to determine if capacity, including adequate pressure differentials at the desired Point(s) of Receipt and Delivery, is available for transportation under this tariff. Service under this Rate Schedule shall consist of:

A. The Company shall receive Gas for the account of the Shipper at the Point(s) of Receipt and redeliver equivalent quantities, less gas in kind reimbursement retained by the Company, to the Shipper for the account of the Shipper at the Point(s) of Delivery;

B. Any rates, terms and conditions not covered by this tariff shall be as contained in the Company's Off System Transportation Agreement.

All gas received by the Company at its Point(s) of Receipt on behalf of Shipper, less Gas in Kind, shall be delivered to Shipper on a firm basis, subject to Curtailment, up to Shipper's Maximum Daily Quantity (MDQ) on any Day.

### **Maximum Daily Quantity (MDQ)**

An MDQ constitutes the maximum quantity of gas that the Company is obligated to deliver to a Shipper on a daily basis. The MDQ shall be specified in the Off System Transportation Service Agreement between the Shipper and the Company as determined by the Company.

The Company may, at its discretion, deliver to a Shipper volumes in excess of its MDQ, subject to restrictions under Rule C3.2 Curtailment plan.

### **Nominations**

At the Company's discretion, the Company may require the daily nomination of all transported gas.

### **Balancing Requirements**

The Company and Shipper shall work to keep the gas flow in balance at all times. If at any time the volumes of gas received by the Company at the Point(s) of Receipt are greater or lesser than the gas delivered at the Point(s) of Delivery, the Company may refuse, increase or decrease deliveries to correct the imbalances. If, upon termination of a contract between a Shipper and the Company, the Shipper has not delivered to the Company quantities of gas that are equal to those the Shipper has taken at the Point(s) of Delivery, the Shipper must deliver deficient volumes to the Company, within 60 days of the termination of the contract, at a mutually agreeable rate of delivery. If, then, the Shipper fails to correct the imbalance within the 60 days period, then the Shipper shall pay an unauthorized usage charge to the Company at a rate of \$10.00 per Dth, plus the currently effective Gas Cost Recovery Factor at that time for all such deficient volumes.

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